

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF OKLAHOMA**

In Re: }
Ridley, Charles D. }
SSN: xxx-xx-6136 } Case No.: 11-81817-C
} Chapter 13
Debtor }
CHARLES D. RIDLEY, } Adv. Case No.: 16-8008-TRC
Plaintiff }
v. }
M & T BANK, }
Defendant. }

**REPLY TO DEFENDANT M & T BANK'S RESPONSE TO PLAINTIFF'S
APPLICATION FOR ALLOWANCE OF ATTORNEY'S FEES**

Plaintiff Charles D. Ridley ("Mr. Ridley") has filed an Application for Allowance of Attorney Fees in the above-captioned matter and hereby files his Reply to Defendant M & T Bank's Response to Plaintiff's Application for Allowance of Attorney's Fees. The Plaintiff hereby shows the Court as follows:

I. INTRODUCTION

This adversary proceeding is and always was about forcing M & T Bank to comply with orders of this Court and for M & T Bank to show the Plaintiff as current on his mortgage loan with M & T Bank. The actions of M & T Bank alone forced the Plaintiff to take this matter to trial, and M & T Bank is solely responsible for the attorney's fees and costs incurred by the Plaintiff in this matter.

The Defendant opposes Mr. Ridley's application for attorney's fees and costs primarily on the basis that instead of accepting a purported settlement offer made on the eve of trial, Mr. Ridley chose to present his case to the Court. The current defense counsel's representations to this Court are an outright lie and fraud upon this Court. Defense counsel states in his Answer that, prior to trial, M & T Bank made a settlement offer which contained a representation that M & T Bank had

corrected the mortgage account to “remove all late fees and charges and to show the account current.” In fact, the defense counsel knows that the representation in the pre-trial offer was not true. Defense counsel knows that the true facts are that even on the very date of trial, M & T Bank was issuing another mortgage loan statement that continued to charge the Plaintiff late fees and show the Plaintiff delinquent. Yet in M & T Bank’s Response to Plaintiff’s Application for Allowance of Attorney’s Fees, M & T Bank’s counsel represents the pre-trial offer as a legitimate offer and that the representation therein was true.

The Plaintiff refers this Court to the M & T Bank Mortgage Statement dated February 16, 2017, attached hereto as Exhibit 1 (hereinafter the “February 16 Mortgage Statement). The February 16 Mortgage Statement clearly shows that on February 16, 2017, the date of trial, M & T Bank continued to allege that the Plaintiff is delinquent one month and charged the Plaintiff late fees. The February 16 Mortgage Statement clearly indicates that the pre-trial settlement offer lacked any merit, as well as clearly shows defense counsel’s representation to the contrary is a blatant and intentional misrepresentation.

Additionally, the Defendant attacks the work of one of Mr. Ridley’s attorneys, Lauren Colpitts (“Ms. Colpitts”) as “unreasonable and unnecessary.” The Defendant claims that the supposed inexperience of Ms. Colpitts does not warrant the award of attorney’s fees or instead claims her hourly rate should be lowered from \$200.00 to \$125.00 an hour, an unreasonably low hourly rate for an associate attorney with Ms. Colpitts’ qualifications.

The misrepresentation made to this Court by M & T Bank’s current counsel show that M & T Bank has not and will not accept the fact that its actions were the cause of this adversary proceeding. M & T Bank continues to urge that this adversary was brought by an unscrupulous attorney and his client. Yet, it was not until the mortgage statement in April 2017, two months

after trial, that M & T Bank finally began showing the Plaintiff current on his mortgage loan. M & T Bank correct Mr. Ridley's loan account was the direct result of this adversary proceeding. The Plaintiff's attorney's fees and costs are more than reasonable given the facts of this case, and the Plaintiff further urges this Court to award his attorney fees as requested.

II. The Pre-Trial Settlement Offer Was in Fact Not an Offer

The Defendant continually references settlement negotiations between the parties, arguing that Mr. Ridley's refusal to accept the Defendant's last minute attempt to settle the case a mere three days prior to trial justifies a reduction of the Plaintiff's attorneys' fees. The Defendant asserts that Mr. Ridley was in the wrong for choosing to not accept the settlement offer of \$27,500.00 and instead choosing to present his case to the Court. The Defendant repeatedly and incorrectly states that this offer "would have been more beneficial" to Mr. Ridley. However, such an allegation is incorrect for two reasons: (1) the offer lacked any proof in its representation and (2) the Plaintiff's attorney's fees and costs were greater than the offer at that time.

The Defendant references email exchanges between the Plaintiff's counsel, Greg Colpitts ("Mr. Colpitts"), and the Defendant's trial counsel, Matt Hudspeth ("Mr. Hudspeth"). This adversary was filed in May 2016. The Defendant claims that it was interested in settlement, but the Plaintiff contends very much otherwise. In the Defendant's own Exhibit B to its response, an email from Mr. Hudspeth on November 3, 2016, stated that he was "working on settlement authority now." Likewise, at the Pre-Trial Conference on December 13, 2016, Mr. Hudspeth stated to counsel and to the Judge that he was having difficulty contacting a representative at M & T Bank with settlement authority. In other words, Mr. Hudspeth did not have the proper authority to settle the case—even six to seven months after the adversary was filed. That fact alone is incredulous and is further proof that M & T Bank did not take this adversary case seriously—as was noted in the Memorandum Opinion.

The Plaintiff wanted the Defendant to make an offer of settlement based on the wrong alleged in the Complaint. Instead, the Defendant made settlement offers about attorneys' fees instead of the actions at hand. The Plaintiff's entire litigation has been about one thing: making M & T Bank correct the errors in Mr. Ridley's account.

The Defendant claims it was interested in settling the case, but the facts are contrary. **The Plaintiff initiated all settlement discussions by first emailing Mr. Hudspeth**—once on November 3, 2016, inquiring whether the Defendant wanted to make a settlement offer, and again on February 1, 2017, where the Plaintiff made the first settlement offer. The Defendant did not make a counteroffer until after business hours on February 13, 2017—a mere two and a half days prior to trial. This offer constituted the Defendant's first and only offer of settlement. At this same time, the Defendant also mentioned attending mediation or a settlement conference. How ironic that the Defendant had a newfound interest in settlement the week of trial. This newfound interest so close to trial is further evidence that the Defendant "did not take seriously this adversary case" and "did not wish to have its procedures and treatment of Ridley exposed to the light of this Court's inquiry." *Ridley v. M & T Bank (In re Ridley)*, Ch. 13 Case No. 11-81817-TRC, Adv. No. 16-8008-TRC, slip op. at 19 (Bankr. E.D. Okla. May 31, 2017), ECF No. 71 [hereinafter *Memorandum Opinion*]. If the Defendant were truly interested in settlement, one would think it would have attempted to settle long before the week of trial.

The Defendant attempts to blame the longevity of this proceeding on Mr. Ridley's counsel and his "unreasonable and escalating demands and his desire to make a windfall on this case." Response to Plaintiff's Application for Allowance of Attorney's Fees at 15-16, *Ridley v. M & T Bank*, No. 16-8008-TRC (Bankr. E.D. Okla. 2017), ECF No. 78 [hereinafter *Response*]. However, the Plaintiff need only direct the Defendant to the Memorandum Opinion for proof otherwise. The

Defendant and its counsel do not want to accept or bear responsibility for any of their wrongdoings. As stated in the Memorandum Opinion, the Defendant refused to investigate Mr. Ridley's complaints, which "forc[ed] him to file a lawsuit to get its attention . . . [and M & T Bank] continued this conduct after this case was filed by failing to audit his account or correct his records until trial neared." *Memorandum Opinion*, Adv. No. 16-8008-TRC at 18. The Defendant and its counsel's blame-the-attorney approach is petty and unnecessary.

The Defendant also continues to assert that Mr. Ridley's account was current and free of all fees prior to trial. In its Response, the Defendant states that "M&T Bank corrected Mr. Ridley's account to remove all late fees and charges and to show the account current and offered to resolve this matter by paying Plaintiff \$27,500.00. (Exhibit D)." As evidenced by the February 16, 2017 Mortgage Statement attached hereto as Exhibit 1, this was clearly not the case. By referencing the counteroffer and the assertion that the account was made current prior to trial, the Defendant has made this mortgage statement relevant. Additionally, the Defendant's representatives at trial "testified that the account status was not corrected and deemed current until the eve of trial." *Memorandum Opinion*, Adv. No. 16-8008-TRC at 16. In light of the February 16 Mortgage Statement, the settlement counteroffer was either an outright lie or relied upon false information. In the words of the Court, "In the span of just a few days, M & T Bank went from declaring to this Court that Ridley was current and had made all payments due during his plan to declaring that he was in default, relying on its records to support both positions." *Memorandum Opinion*, Adv. No. 16-8008-TRC at 14. This supports the Plaintiff's argument that the application for attorneys' fees and costs as requested are reasonable.

III. The Fee Application is Not Unreasonable

A large part of the Defendant's Response is spent asserting that Ms. Colpitts' tasks and fees "were duplicative and unnecessary." Additionally, the Defendant objects to her reasonable

hourly rate of \$200.00. Incredulously, the Defendant also asserts that Ms. Colpitts' tasks were "on-the-job training."

As evidenced by the Fee Application, Ms. Colpitts has an accomplished resume. Her strengths are in legal research, writing, and editing, as demonstrated by her time spent as an editor for the Energy Law Journal and as a 2L Executive Editor and as Editor-in-Chief for the ABA SEER The Year in Review. She has an undergraduate degree in journalism & broadcasting, and her journalism skills transitioned well into the legal world, as she excelled in her legal writing. Given Ms. Colpitts' years of experience in legal writing, an hourly rate of \$200.00 is reasonable.

Ms. Colpitts' duties in preparation of Mr. Ridley's case were primarily focused on drafting the pleadings. After preparing the initial draft of the documents, she would submit the draft to Mr. Colpitts for review and comments. She would then incorporate Mr. Colpitts' edits and comments in a second draft. This form of peer-editing is typical and reasonable. None of the tasks she completed were "duplicative and unnecessary." As Ms. Colpitts prepared the first draft of all the pleadings and documents, and Mr. Colpitts reviewed, edited, and provided feedback, there was no duplication. Ms. Colpitts' skills and contributions to the case were both necessary and crucial to Mr. Ridley's case. The time billed by Ms. Colpitts was reasonable and necessary.

The Defendant and its counsel allege that all of Ms. Colpitts' time was duplicative; however, that is not the case. As demonstrated below, all of Ms. Colpitts' billed time can and is differentiated from Mr. Colpitts' time.

Pre-Trial Memorandum:

Date	Attorney	Explanation	Hours	Amount
11/11/2016	LDC	Draft Pre-Trial Memorandum	2.5	500.00
11/14/2015	LDC	Finalized draft of Pre-Trial Memorandum	2.0	400.00
11/16/2016	GTC	Revise Pre-Trial Memorandum	2.0	600.00
12/07/2016	GTC	Finalize Pre-Trial Memorandum	3.5	1,050.00

The Defendant alleges that Ms. Colpitts' 4.5 hours of work on the Pre-Trial Memorandum is duplicative. Ms. Colpitts worked on drafting the Pre-Trial Memorandum on two days—November 11 and November 14. Mr. Colpitts reviewed her draft on November 16. A month later, Mr. Colpitts returned to the Pre-Trial Memorandum to finalize it for submission to the Court. Both of the attorneys had separate duties in regards to the Pre-Trial Memorandum.

Pre-Trial Order:

Date	Attorney	Explanation	Hours	Amount
11/17/2016	LDC	Draft Pre-Trial Order	2.0	400.00
12/8/2016	GTC	Finalize first draft of Pre-Trial Order	2.85	855.00
2/1/2017	GTC	Review file and prepare revised Pre-Trial Order	2.5	750.00

The Defendant alleges that Ms. Colpitts' 2.0 hours of work drafting the Pre-Trial Order is duplicative. She spent 2 hours on November 17 drafting the Pre-Trial Order; Mr. Colpitts reviewed and revised the Pre-Trial Order almost a month after Ms. Colpitts completed the first draft. On February 1—almost two months later, Mr. Colpitts reviewed Mr. Ridley's entire file and revised and updated the Pre-Trial Order. Again, both attorneys had separate duties that did not duplicate each other.

Preliminary Witness and Exhibit List:

Date	Attorney	Explanation	Hours	Amount
11/17/2016	LDC	Draft Plaintiff's Preliminary Witness and Exhibit List	1.00	200.00
12/8/2016	GTC	Finalize Final Witness and Exhibit Lists	1.25	375.00

The Defendant alleges that Ms. Colpitts' 1.0 hour of work drafting the Preliminary Witness and Exhibit List is duplicative. Ms. Colpitts spent one hour organizing the exhibits and preparing the exhibit list. Almost a month later, Mr. Colpitts reviewed this list and adjusted it; since M & T Bank was continually sending more statements and correspondence to Mr. Ridley, the list needed continual updating and reorganization. Ms. Colpitts work on the exhibits in November was

immensely helpful closer to trial, as she prepared the exhibits for trial and became highly familiar with the content of the exhibits. Again, Ms. Colpitts tasks were not duplicative of Mr. Colpitts and served a purpose.

Pre-Trial Conference:

Date	Attorney	Explanation	Hours	Amount
12/13/2016	LDC	Pre-Trial Conference	1.5	300.00
12/13/2016	GTC	Pre-Trial Conference	1.5	450.00

Both Ms. Colpitts and Mr. Colpitts attended the Pre-Trial Conference on December 13, 2016. While at the Pre-Trial Conference, Ms. Colpitts took notes. As she was heavily involved in the drafting of pleadings, it made sense that she attend.

Trial and Trial Transcript:

Date	Attorney	Explanation	Hours	Amount
2/16/2017	LDC	Prepare email to Typewrite Word Processing regarding Trial Transcript request and payment	0.1	20.00
2/16/2017	LDC	Trial – Ridley v. M & T Bank	3.00	600.00
2/16/2017	GTC	Trial – Ridley v. M & T Bank	3.00	900.00
2/16/2017	GTC	Prepare Transcript Request	0.5	150.00

The Defendant alleges that Ms. Colpitts' 3.1 hours billed for attending the trial and corresponding with the company preparing the trial transcript is duplicative. Ms. Colpitts attended the trial and second-chaired for Mr. Colpitts. She actively participated by providing trial support and by engaged listening and taking copious notes. Her knowledge of the case and of the exhibits were indispensable to Mr. Colpitts. In light of the fact that the Court requested that counsel submit Findings of Fact and Conclusions of Law, Ms. Colpitts' attendance at the trial was necessary, as she was responsible for drafting the Plaintiff's Findings of Fact and Conclusions of Law. Her time billed for the trial is reasonable.

Additionally, Ms. Colpitts communicated with Typewrite Word Processing to order the Trial Transcript and to handle payment. Mr. Colpitts prepared the Transcript Request that was filed with the Court; these were two separate tasks.

Findings of Fact and Conclusions of Law:

Date	Attorney	Explanation	Hours	Amount
2/21/2017	LDC	Research – Findings of Fact and Conclusions of Law	2.00	400.00
2/22/2017	LDC	Prepare initial draft of Findings of Fact and Conclusions of Law	1.25	250.00
2/23/2017	GTC	Research and review Findings of Fact and Conclusions of Law	1.75	525.00
2/22/2017	LDC	Review Trial Transcript and make notes. Review notes from trial.	2.75	550.00
2/23/2017	GTC	Review Trial Transcript	2.75	825.00
2/22/2017	GTC	Receipt and review letter of February 13, 2017 from M&T Bank regarding delinquency and meeting with Charles Ridley	0.3	90.00
2/24/2017	LDC	Receipt and review M&T Mortgage Statement dated 2/16/2017	0.10	20.00
2/24/2017	LDC	Draft Findings of Fact and Conclusions of Law	2.75	550.00
2/27/2017	GTC	Revise Plaintiff's Findings of Fact and Conclusions of Law	2.5	750.00
3/01/2017	LDC	Review and incorporate GTC revisions in Findings of Fact and Conclusions of Law. Prepare second draft.	1.5	300.00
3/2/2017	GTC	Review and revise Findings of Fact and Conclusions of Law	2.00	600.00
3/2/2017	LDC	Review GTC revisions. Incorporate case law research. Finalize draft of Findings of Fact and Conclusions of Law and Argument.	3.00	600.00
3/3/2017	LDC	Review and finalize final draft of Findings of Fact and Conclusions of Law and prepare for filing.	2.5	500.00
3/3/2017	GTC	Finalize Findings of Fact and Conclusions of Law	1.5	450.00
3/3/2017	GTC	Review Findings of Fact and Conclusions of Law	1.2	360.00
3/3/2017	LDC	Review Defendant's Findings of Fact and Conclusions of Law	1.00	200.00

The Defendants allege that all of Ms. Colpitts time drafting the Findings of Fact and Conclusions of Law was unnecessary. As stated above, Ms. Colpitts completed the research and initial draft of the Findings of Fact and Conclusions of Law. Mr. Colpitts then reviewed and suggested edits,

which he returned to Ms. Colpitts for her incorporation and further drafting. As peer editing and reviewing is common practice, this time spent was neither duplicative nor unnecessary. Ms. Colpitts' time spent researching and drafting the Findings of Fact and Conclusions of Law is reasonable. Additionally, on February 24, 2017, Mr. Colpitts was out of the office when Mr. Ridley dropped off the February 16 Mortgage Statement; therefore, Ms. Colpitts spoke with Mr. Ridley and received the statement.

Motion to Strike:

Date	Attorney	Explanation	Hours	Amount
3/20/2017	GTC	Review Motion to Strike filed by M&T Bank	0.9	270.00
3/23/2017	LDC	Research and prepare initial draft of Response to M&T Bank Motion to Strike	3.00	600.00
3/28/2017	GTC	Review and revise Response to M&T Bank Motion to Strike	2.25	675.00
3/29/2017	LDC	Review and edit Response to Motion to Strike	1.0	200.00
3/30/2017	LDC	Finalize Objection to Motion to Strike	0.75	225.00

Once again, the Defendant alleges that all of Ms. Colpitts' 4.00 hours spent drafting and finalizing the Response to the Motion to Strike is duplicative and should not be counted in the award for attorney's fees. As with all other pleadings, Ms. Colpitts completed the research and initial draft before Mr. Colpitts reviewed it and added his suggestions. Ms. Colpitts then incorporated Mr. Colpitts' changes. She also completed one last review and edit of the Response prior to its being filed with the Court. Her tasks were separate from Mr. Colpitts'.

Memorandum Opinion and Fee Application:

Date	Attorney	Explanation	Hours	Amount
5/31/2017	LDC	Review Memorandum Opinion	0.6	120.00
5/31/2017	GTC	Review Memorandum Opinion	0.5	150.00
6/2/2017	GTC	Prepare Application for Attorney's Fees and Costs	2.5	750.00
6/2/2017	LDC	Review Application for Attorney's Fees	1.00	200.00

As for the Memorandum Opinion, both Ms. Colpitts and Mr. Colpitts reviewed it separately. Mr. Colpitts prepared the Application for Attorney's Fees and Costs. Ms. Colpitts reviewed and edited the application prior to it being filed with the Court.

Ms. Colpitts time and efforts in Mr. Ridley's case were essential to the success of the case. Her research and drafting of the pleadings was immensely helpful to the case and warranted. Her time spent and hourly rate are both reasonable and necessary.

WHEREFORE, the Plaintiff prays that this Court grant the attorney's fees and costs requested in Plaintiff's Application for Allowance of Attorney's Fees.

/s/ Greggory T. Colpitts

Greggory T. Colpitts, OBA No.: 14381
Lauren D. Colpitts, OBA No.: 32756
The Colpitts Law Firm
6506 South Lewis, Suite 175
Tulsa, OK 74136-1079
918-747-9747
greg@colpittslawfirm.us
Attorney for Plaintiff

June 21, 2017

Date



REPRESENTATION OF PRINTED DOCUMENT

P.O. Box 619063
Dallas, TX 75261-9063
RETURN SERVICE ONLY
Please do not send mail to this address

6-750-22526-0002608-001-000-010-000-000

CHARLES D RIDLEY
PO BOX 1177
HASKELL OK 74436-1177

Mortgage Statement

Account Number

0091623017

Payment Due Date

02/01/17

Amount Due

\$1,378.23

If payment received after 03/16/17, \$31.38 late fee will be charged.

Contact Us



General Customer Service:
Property Tax:
Property Insurance:

1-800-724-2224
1-866-406-0949
1-888-882-1847



Correspondence Address:
Lending Services, Customer Support
P.O. Box 1288
Buffalo, NY 14240-1288

Payment Mailing Address:
P.O. Box 62182
Baltimore, MD 21264-2182



<https://onlinebanking.mtb.com>

Statement Date: 02/16/17

Account Information

Property Address	19220 S 211TH AVE EAS HASKELL OK 74436
Interest Rate	6.375%
Maturity Date	08/2022
Outstanding Principal*	\$35,180.78
Escrow Balance	\$191.15
Suspense Balance	\$522.31

* This is NOT a payoff figure. To obtain the full amount required to pay off your loan, please call us at 1-800-724-2224 or fax your request to 1-866-409-2653.

Explanation of Amount Due

Principal	\$442.94
Interest	+\$184.56
Tax/Insurance	+\$63.83
Amount Billed this Statement	\$691.33
Amount Unpaid from Prior Statement	+\$655.52
Unpaid Late Charge(s)**	+\$31.38
Total Amount Due 03/01/17	\$1,378.23

** including any fees/charges imposed since last statement totaling \$512.31

Important Messages

With M&T Online Banking, you'll enjoy convenient, online access to your mortgage account details. You can access escrow and tax information, make payments, sign up for electronic delivery of your statements and much more. To access your account online, have your mortgage account number ready, visit onlinebanking.mtb.com and click the "Enroll Now" button to sign up or call 1-800-790-9130 for assistance. Equal Housing Lender. Member FDIC. NMLS #381076.

Our records show that we have not received the required mortgage payment on the account listed. If you are unable to make your payment, please call us to discuss the situation. We may be able to help you resolve it.

Past Payments Breakdown

	Paid Since Last Statement	Paid Year-to-Date
Principal	\$0.00	\$438.27
Interest	\$0.00	\$189.23
Escrow (Taxes & Insurance)	\$0.00	\$28.31
Fees	\$1,981.25	\$2,803.75
Partial Payment (Unapplied)	\$522.31	\$522.31
Total	\$2,503.56	\$3,981.87

Transaction Activity

Transaction Date	Due Date	Description	Total Received	Principal	Interest	Escrow	Optional Products	Subsidy	Unapplied Funds	Fees
02/10/17	02/17	NSF/Return Check Fee	\$10.00							\$10.00
02/10/17	02/17	Late Fee Waived								\$31.38
02/10/17		Forecl. Attny Fee	\$831.25							\$831.25
02/10/17	02/17	Payment	\$222.31							\$222.31
02/10/17	02/17	Payment	\$300.00							\$300.00
02/10/17	02/17	Forecl. Attny Cost	\$400.00							\$400.00
02/10/17	02/17	Bankruptcy Attny Fee	\$575.00							\$575.00
02/10/17	02/17	Forecl. Attny Fee	\$175.00							\$175.00
02/10/17		Forecl. Attny Cost								-\$222.31

(Continued on next page.)

750-430-0515F



CHARLES D RIDLEY

M & T BANK
PO BOX 62182
BALTIMORE MD 21264-2182

AMOUNT DUE	
Amount due	\$1,378.23
If received after 03/16/17	\$1,409.61

Please designate how you want us to apply any additional funds.

Additional Principal \$ Additional Escrow \$ Unpaid Late Charges \$ Other (Must specify) \$ Total Amount Enclosed \$

EXHIBIT

exhibiticker.com

PAYMENT OPTIONS

M&T provides you the following options for making your mortgage loan payments.



Payment by mail
P.O. Box 62182
Baltimore, MD 21264-2182



Online payment
<https://onlinebanking.mtb.com>



Pay-by-phone**
1-866-241-6014

**A fee may apply for this service.



Automatic deduction
Enroll at
<https://onlinebanking.mtb.com>



Pay at any M&T branch or through Western Union**
Call 1-800-724-1633 for
nearest Western Union Location

ONLINE SERVICES

M&T offers a variety of online services to help you better manage your mortgage loan including:

- Payments
 - Sign-up for recurring automatic deductions
 - One time payments
 - Schedule extra payments (principal, escrow, fees, etc.)
- "Notify me" payment alerts – payments received or escrow disbursements
- You can also view your loan payment history, amortization schedule, principal balance, interest rate and escrow account activity

Simply visit [www.onlinebanking.mtb.com](https://onlinebanking.mtb.com). For further assistance please contact us at 1-800-724-2224.

PAYMENT INFORMATION

- **Additional Amount:** Please designate how you want additional funds to be applied, we will apply them as directed provided your account is current. If your account is current, undesignated funds will be applied in the following order: escrow advances, late charges, NSF fees, payment shortages, all other fees and/or Principal. If you prefer additional funds be applied in a different manner please be sure to designate how you want the funds applied. Regardless of the account status, principal prepayments will only be applied to your account if your contract allows for prepayments. Please review the transaction activity on the front of this statement and notify M&T Bank within 90 days of receipt of this billing statement if you would like any additional funds to be applied in a different manner than what has been detailed herein.
- **Crediting of Payments:** Please be prompt – Any account payment will be credited to your account on the day it is received, not the day it is postmarked, provided it is made in United States Funds, by check or money order paid to M&T Bank and, is accompanied by a Payment Stub (Remittance Coupon) for the Account and received at our address indicated on the payment stub by 5:00 pm on any day Monday through Friday that is not a legal holiday. Payments are not accepted at M&T mortgage origination offices.
- To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this statement is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, M&T Bank retains rights under its security instrument, including the right to foreclose its lien.
- **Reporting of Account Information to Credit Bureaus:** We may report information about your Account to credit bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report. If you think M&T has reported inaccurate information to a credit bureau, you may submit a dispute online with the credit bureau or write to us at M&T Bank, PO Box 900, Millsboro, DE 19966.
- To locate a HUD approved counseling agency please call: 1-800-569-4287, or visit <http://www.hud.gov>.

AUTOMATED ACCOUNT INFORMATION

Account information is easy to access through M&T Bank's Automated Phone Service by calling 716-626-7010 or 1-800-724-2224. Please have your loan number and the first five (5) digits of your Social Security Number to access this convenient service. Automated information is available Monday – Saturday, 7:00 a.m. to 11:00 p.m., Eastern Time.

CONSUMER COMPLAINTS & INQUIRIES

If you have a loan secured by real estate located in New York State:

- You can direct any complaints and inquiries to M&T Bank by referencing the "Contact Us" section on the first page of this statement.
- You have the right to file complaints about M&T Bank with the New York State Department of Financial Services.
- You can obtain further information by calling the New York State Department of Financial Services' Consumer Assistance Unit at 1-877-BANK-NYS or by visiting the Department's website at www.dfs.ny.gov.

IMPORTANT INFORMATION FOR SERVICEMEMBERS

Pursuant to the Servicemembers Civil Relief Act you & your dependents may be eligible for certain benefits and/or protections.

For further information please contact our SCRA Servicing Team by phone 8:30am–5pm (EST) Monday-Friday, Toll Free at 1-855-350-SCRA (7272), or at 1-302-934-4872, by email at scraseriving@mtb.com, or by mail at PO Box 900, Millsboro, DE 19966.

SERVICE FEE SCHEDULE (UNLESS LIMITED BY STATE LAW)*

Amortization Schedule	\$25.00
Account History (per year)	\$10.00
Duplicate 1098/Escrow Analysis	varies
Verification of Mortgage	varies
Document Copies (per request)	\$20.00
Subsequent Payoff Statement	varies
Automated Payment by Phone	\$15.00 (\$17.00 when speaking with a Representative)

Fax Fee

Returned Check Fee

* May be subject to change

For full list of fees, visit our website at www.mtb.com/customerservice and click on the "Common Mortgage Fees" link.

NOTICE OF ERROR AND INFORMATION REQUESTS MUST BE MAILED TO:

M&T Bank • P.O. Box 62986 • Baltimore, MD 21264-2986

OTHER IMPORTANT ADDRESSES

Payments:

P.O. Box 62182
Baltimore, MD 21264-2182

Overnight Payment Address:

Retail Lockbox Services (62182)
Montgomery Park – 8th Floor
1800 Washington Blvd
Baltimore, MD 21230

General Correspondence:

P.O. Box 1288
Buffalo, NY 14240-1288

Insurance:

P.O. Box 5738
Springfield, OH 45501-5738

Fax Numbers:

Fax payoff requests: 1-866-409-2653
Fax all other Customer Service
requests: 1-866-409-4642

Tax:

P.O. Box 23628
Rochester, NY 14692

HOMEOWNERS INSURANCE / PROPERTY TAX INFORMATION

• **Insurance Requirements:** The terms of your loan require that you maintain homeowners insurance coverage the amount of which must be at least equal to the lesser of the full replacement cost coverage amount or your current loan amount. We suggest that you consult your insurance company to determine these coverage amounts. Flood Insurance is required for all properties located in a Special Flood Hazard Area as designated by FEMA. **In the event we determine that the property is not adequately insured, we will purchase, at your expense, a lender placed policy to protect our interest. This insurance is more costly and may provide less coverage than your original policy.**

• **Policy Information:** To protect our mutual interests, the mortgagee clause of your policy must include the following: M&T Bank, its Successors and/or Assigns, Mortgage loan# _____, P.O. Box 5738, Springfield, OH 45501-5738. If you pay your own insurance, please ensure that you provide us with your current insurance information by visiting our website at www.mycoverageinfo.com and referencing PIN # MT738. You may also mail or fax a copy of the declaration page to our office (Fax # 1-937-525-4125).

• **Damaged Property:** In the event of damage to your home, notify your insurance agent. After the claim has been filed, please contact us at 1-888-882-1858 so that we may guide you through this process.

• **Loans with Tax Escrow:** If your property taxes are paid from an escrow account with us, and you receive a tax bill, please forward the bill immediately to the following address: M&T Bank, P.O. Box 23628, Rochester, NY 14692. PA customers bills: M&T Bank, P.O. Box 961241, Fort Worth, TX 76161-0241. Please be sure to write your loan number on the bill. **It is no longer necessary to forward paid tax receipts on non-escrow accounts.** For property tax related questions please call 1-866-406-0949 (Fax # 1-817-826-0675).

This statement is intended to supply information and disclosures required by CFR 1026.41 regarding the referenced mortgage account. It is sent in compliance with State and Federal Law and not an attempt to collect any debt.



ADDRESS CHANGE REQUEST:

To change your address, please visit your local M&T Bank branch or call our Telephone Banking Center at 1-800-724-2224.

Our representatives would be happy to assist you. Thank you!

Account Number

0091623017

6-750-22526-0002608-001-000-010-000-000
 CHARLES D RIDLEY
 PO BOX 1177
 HASKELL OK 74436-1177

Additional Transaction Activity

Transaction Date	Due Date	Description	Total Received	Principal	Interest	Escrow	Optional Products	Subsidy	Unapplied Funds	Fees
02/10/17		Bankruptcy Attny Fee								-\$300.00
02/16/17	02/17	Late Charge								-\$31.38

Say goodbye to paper statements and hello to convenience! Sign up for mortgage statements and notices online:

1. Enroll or log in to M&T Online Banking at onlinebanking.mtb.com
2. Click on the **Settings and Support** tab and select **Statement Delivery Settings**
3. Follow the on-screen prompts to enroll. If you currently receive statements and notices online for other M&T accounts, simply select **Electronic** for your mortgage and click **Save Changes**.

For assistance, call 1-800-790-9130.

***Please note, there is currently \$31.38 in fees outstanding on your M&T mortgage account. To pay this fee balance in full along with your next regular monthly payment, please remit the amount listed under "Amount Due" on the attached coupon.

Enjoy peace of mind with automatic monthly mortgage payments.

With M&T's no-cost automatic payment service, you can avoid the hassles of monthly payments with automatic deductions from any checking or savings account! To enroll, visit onlinebanking.mtb.com or contact our Customer Service Department at 1-800-724-2224 to request an enrollment form by mail.

Simplify your life – manage your M&T mortgage online.

When you visit "My Mortgage Info" you'll be able to:

- View current loan information
- Receive notification when your payments are received and when escrow disbursements occur
- Get tax and mortgage interest information

Visit onlinebanking.mtb.com to enroll or contact our Customer Service Department at 1-800-724-2224 for more information.

Convenient Payment Options For You

- **Automatic Deduction:** Choose a monthly payment date from the 1st to 10th... never worry about mailing a check again! Call 1-800-724-2224 today.
- **Pay-by-Phone:** Make a fast, same-day payment! Simply call 1-800-724-2224 for personal assistance, or use our Automated Speedpay Service directly at 1-866-241-6014 and make your payment for a nominal fee.
- **Online Payments:** For details, visit onlinebanking.mtb.com or call 1-800-724-2224.
- **Branch Payments:** Make a payment anytime at an M&T Bank branch. To find the branch nearest you visit www.mtb.com or call 1-800-724-2224.
- **Western Union's Quick Collect:** This same-day service is available for a minimal fee. Call 1-800-724-1633 to find the Western Union location nearest you. Then, complete the Quick Collect form with your loan number and the city code: Trust.NY

PAYMENT OPTIONS

M&T provides you the following options for making your mortgage loan payments.



Payment by mail
P.O. Box 62182
Baltimore, MD 21264-2182



Online payment
<https://onlinebanking.mtb.com>



Pay-by-phone**
1-866-241-6014

**A fee may apply for this service.



Automatic deduction
Enroll at
<https://onlinebanking.mtb.com>



Pay at any M&T branch or through Western Union**
Call 1-800-724-1633 for
nearest Western Union Location

ONLINE SERVICES

M&T offers a variety of online services to help you better manage your mortgage loan including:

- Payments
 - Sign-up for recurring automatic deductions
 - One time payments
 - Schedule extra payments (principal, escrow, fees, etc.)
- "Notify me" payment alerts – payments received or escrow disbursements
- You can also view your loan payment history, amortization schedule, principal balance, interest rate and escrow account activity

Simply visit [www.onlinebanking.mtb.com](https://onlinebanking.mtb.com). For further assistance please contact us at 1-800-724-2224.

PAYMENT INFORMATION

- **Additional Amount:** Please designate how you want additional funds to be applied, we will apply them as directed provided your account is current. If your account is current, undesignated funds will be applied in the following order: escrow advances, late charges, NSF fees, payment shortages, all other fees and/or Principal. If you prefer additional funds be applied in a different manner please be sure to designate how you want the funds applied. Regardless of the account status, principal prepayments will only be applied to your account if your contract allows for prepayments. Please review the transaction activity on the front of this statement and notify M&T Bank within 90 days of receipt of this billing statement if you would like any additional funds to be applied in a different manner than what has been detailed herein.
- **Crediting of Payments:** Please be prompt – Any account payment will be credited to your account on the day it is received, not the day it is postmarked, provided it is made in United States Funds, by check or money order paid to M&T Bank and, is accompanied by a Payment Stub (Remittance Coupon) for the Account and received at our address indicated on the payment stub by 5:00 pm on any day Monday through Friday that is not a legal holiday. Payments are not accepted at M&T mortgage origination offices.
- To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this statement is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, M&T Bank retains rights under its security instrument, including the right to foreclose its lien.
- **Reporting of Account Information to Credit Bureaus:** We may report information about your Account to credit bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report. If you think M&T has reported inaccurate information to a credit bureau, you may submit a dispute online with the credit bureau or write to us at M&T Bank, PO Box 900, Millsboro, DE 19966.
- To locate a HUD approved counseling agency please call: 1-800-569-4287, or visit <http://www.hud.gov>.

AUTOMATED ACCOUNT INFORMATION

Account information is easy to access through M&T Bank's Automated Phone Service by calling 716-626-7010 or 1-800-724-2224. Please have your loan number and the first five (5) digits of your Social Security Number to access this convenient service. Automated information is available Monday – Saturday, 7:00 a.m. to 11:00 p.m., Eastern Time.

CONSUMER COMPLAINTS & INQUIRIES

If you have a loan secured by real estate located in New York State:

- You can direct any complaints and inquiries to M&T Bank by referencing the "Contact Us" section on the first page of this statement.
- You have the right to file complaints about M&T Bank with the New York State Department of Financial Services.
- You can obtain further information by calling the New York State Department of Financial Services' Consumer Assistance Unit at 1-877-BANK-NYS or by visiting the Department's website at www.dfs.ny.gov.

IMPORTANT INFORMATION FOR SERVICEMEMBERS

Pursuant to the Servicemembers Civil Relief Act you & your dependents may be eligible for certain benefits and/or protections.

For further information please contact our SCRA Servicing Team by phone 8:30am–5pm (EST) Monday-Friday, Toll Free at 1-855-350-SCRA (7272), or at 1-302-934-4872, by email at scraseriving@mtb.com, or by mail at PO Box 900, Millsboro, DE 19966.

SERVICE FEE SCHEDULE (UNLESS LIMITED BY STATE LAW)*

Amortization Schedule	\$25.00
Account History (per year)	\$10.00
Duplicate 1098/Escrow Analysis	varies
Verification of Mortgage	varies
Document Copies (per request)	\$20.00
Subsequent Payoff Statement	varies
Automated Payment by Phone	\$15.00 (\$17.00 when speaking with a Representative)

Fax Fee

Returned Check Fee

* May be subject to change

For full list of fees, visit our website at www.mtb.com/customerservice and click on the "Common Mortgage Fees" link.

NOTICE OF ERROR AND INFORMATION REQUESTS MUST BE MAILED TO:

M&T Bank • P.O. Box 62986 • Baltimore, MD 21264-2986

OTHER IMPORTANT ADDRESSES

Payments:

P.O. Box 62182
Baltimore, MD 21264-2182

Overnight Payment Address:

Retail Lockbox Services (62182)
Montgomery Park – 8th Floor
1800 Washington Blvd
Baltimore, MD 21230

General Correspondence:

P.O. Box 1288
Buffalo, NY 14240-1288

Insurance:

P.O. Box 5738
Springfield, OH 45501-5738

Fax Numbers:

Fax payoff requests: 1-866-409-2653
Fax all other Customer Service
requests: 1-866-409-4642

Tax:

P.O. Box 23628
Rochester, NY 14692

HOMEOWNERS INSURANCE / PROPERTY TAX INFORMATION

• **Insurance Requirements:** The terms of your loan require that you maintain homeowners insurance coverage the amount of which must be at least equal to the lesser of the full replacement cost coverage amount or your current loan amount. We suggest that you consult your insurance company to determine these coverage amounts. Flood Insurance is required for all properties located in a Special Flood Hazard Area as designated by FEMA. **In the event we determine that the property is not adequately insured, we will purchase, at your expense, a lender placed policy to protect our interest. This insurance is more costly and may provide less coverage than your original policy.**

• **Policy Information:** To protect our mutual interests, the mortgagee clause of your policy must include the following: M&T Bank, its Successors and/or Assigns, Mortgage loan# _____, P.O. Box 5738, Springfield, OH 45501-5738. If you pay your own insurance, please ensure that you provide us with your current insurance information by visiting our website at www.mycoverageinfo.com and referencing PIN # MT738. You may also mail or fax a copy of the declaration page to our office (Fax # 1-937-525-4125).

• **Damaged Property:** In the event of damage to your home, notify your insurance agent. After the claim has been filed, please contact us at 1-888-882-1858 so that we may guide you through this process.

• **Loans with Tax Escrow:** If your property taxes are paid from an escrow account with us, and you receive a tax bill, please forward the bill immediately to the following address: M&T Bank, P.O. Box 23628, Rochester, NY 14692. PA customers bills: M&T Bank, P.O. Box 961241, Fort Worth, TX 76161-0241. Please be sure to write your loan number on the bill. **It is no longer necessary to forward paid tax receipts on non-escrow accounts.** For property tax related questions please call 1-866-406-0949 (Fax # 1-817-826-0675).

This statement is intended to supply information and disclosures required by CFR 1026.41 regarding the referenced mortgage account. It is sent in compliance with State and Federal Law and not an attempt to collect any debt.



ADDRESS CHANGE REQUEST:

To change your address, please visit your local M&T Bank branch or call our Telephone Banking Center at 1-800-724-2224.

Our representatives would be happy to assist you. Thank you!